

CITY OF FAIRFIELD

RESOLUTION NO. 2014 - 256

RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO MONTEREY MECHANICAL CO. FOR THE NORTH BAY REGIONAL WATER TREATMENT PLANT FILTER INFLUENT AND WASTE GATE VALVE REPLACEMENT

WHEREAS, the bid opening for the North Bay Regional Water Treatment Plant Filter Influent and Waste Gate Valve Replacement took place on October 14, 2014; and

WHEREAS, the apparent low bidder was Monterey Mechanical Co. in the amount of \$481,600.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the North Bay Regional Water Treatment Plant Filter Influent and Waste Gate Valve Replacement are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Monterey Mechanical Co. for the North Bay Regional Water Treatment Plant Filter Influent and Waste Gate Valve Replacement in the amount of \$481,600.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 18th day of November 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Mraz

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:


CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 10 day of December, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and MONTEREY MECHANICAL CO, party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT NORTH BAY REGIONAL WATER TREATMENT PLANT

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Advertisement for Bids.
- b. The Accepted Bid, dated October 14, 2014
- c. Instructions to Bidders.
- d. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions.
 - 3) City of Fairfield Standard Details and Specifications, 2014 edition.
- e. Performance Bond, dated November 24, 2014.
- f. Labor and Material Bond, dated November 24, 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

ARTICLES OF AGREEMENT

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. Filter Valve removal and replacement will occur according to the Section 01010 of these contract documents.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" an amount equal to Five Hundred Dollars (\$500) for each day of delay in the completion of work.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT
NORTH BAY REGIONAL WATER TREATMENT PLANT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Furnish and Replace the 30-inch Influent Valve, gearbox and gaskets	EA	8	\$24,000	\$192,000
2	Furnish and Replace the 36-inch Waste Gate Valve, gearbox and gaskets	EA	8	\$27,000	\$216,000
3	Furnish and Replace control rod, universal joints and stem guides	EA	16	\$4,600	\$73,600
Total Bid:				\$481,600	

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

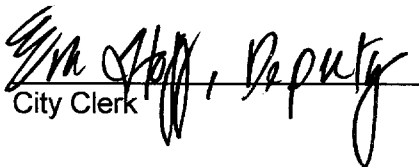
V. WORKERS' COMPENSATION


Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD


City Clerk

By: 
City Manager *COM*


By: _____

James D. Troup, President

Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A,B,C4,C12,C16,C20,C36,C42 & C43

b. Number: 388361

c. Expiration Date: 3/31/2016

FBI Number: 94-2614825

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _

Monterey Mechanical Co.

8275 San Leandro Street, Oakland, CA 94621

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT
NORTH BAY REGIONAL WATER TREATMENT PLANT**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Liberty Mutual Insurance Company

1340 Treat Blvd., Walnut Creek, CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Four Hundred Eighty One Thousand

Six Hundred and No/100

Dollars (\$ 481,600.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 24, 2014

"Contractor"

"Surety"

Monterey Mechanical Co.

Liberty Mutual Insurance Company

By: 

Title James D. Troup, President

By: 

Title Betty L. Tolentino, Attorney-in-Fact

By: _____

Title

By: _____

Title

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

California All-Purpose Acknowledgment

State of California

County of Alameda

} S.S.

On 12/2/14 before me, Debra Paraíso, Notary Public,
Name of Notary Public, Title

personally appeared James D. Troup
Name of Signer (1)

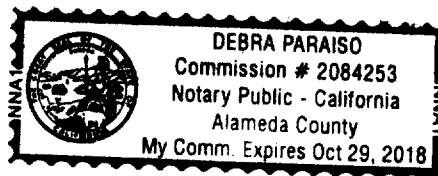
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

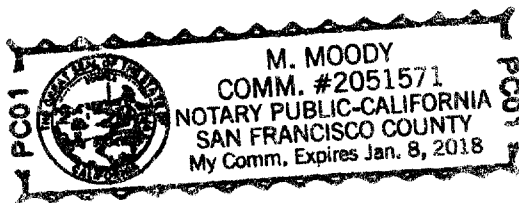
County of San Francisco

On November 24, 2014 before me M. Moody, Notary Public

personally appeared Betty L. Tolentino

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.


Signature of Notary

CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year , before me, the undersigned
Notary Public in and for said state, personally appeared _____ personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, as the Attorney-in-Fact of
_____ acknowledged to me that he/she subscribed the name
of _____ thereto as principal and his/her own name as
Attorney-in-Fact.

Notary Public in and for the

County of _____
State of California

(SEAL)

My Commission Expires _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6703156

American Fire and Casualty Company
The Ohio Casualty Insurance Company

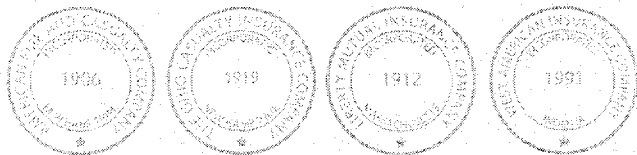
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of September, 2014.



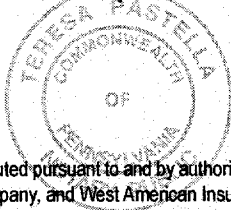
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of November, 20 14.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Monterey Mechanical Co.
8275 San Leandro Street, Oakland, CA 94621

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT NORTH BAY REGIONAL WATER TREATMENT PLANT

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Liberty Mutual Insurance Company

1340 Treat Blvd., Walnut Creek, CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as
Surety, are held and firmly bound unto City in the penal sum of Four Hundred Eighty One Thousand

Six Hundred and No/100

Dollars (\$ 481,600.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the CONTRACTOR'S part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 24, 2014

"Contractor"

"Surety"

Monterey Mechanical Co.

Liberty Mutual Insurance Company

By: 
Title James D. Troup, President

By: 
Title Betty L. Tolentino, Attorney-in-Fact

By: _____
Title _____

By: _____
Title _____

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

California All-Purpose Acknowledgment

State of California

County of Alameda

} s.s.

On 12/2/14 before me, Debra Paraiso, Notary Public,
Name of Notary Public, Title

personally appeared James D. Troup
Name of Signer (1)

Name of Signer (2)

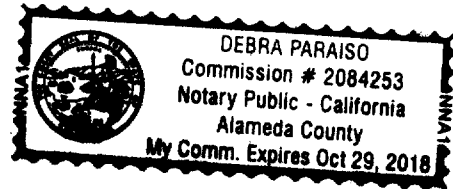
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

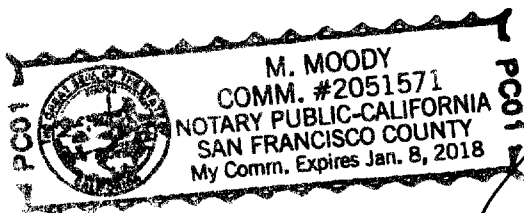
County of San Francisco

On November 24, 2014 before me M. Moody, Notary Public


personally appeared Betty L. Tolentino

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.


Signature of Notary

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT
NORTH BAY REGIONAL WATER TREATMENT PLANT**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the location of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion per Section 01010 Summary of Work, Table 1.

Bids are to be submitted for Valve Replacement per the Contract Documents. CONTRACTOR is to remove the existing Influent Valves and Waste Gate Valves and REPLACE each with a new CONTRACTOR furnished valve, and new CONTRACTOR furnished gasket.

The amount of the bid for comparison purposes will be the total amount of bid for these bid items as shown.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addenda 1

**FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT
NORTH BAY REGIONAL WATER TREATMENT PLANT**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Furnish and Replace the 30-inch Influent Valve, gearbox and gaskets	EA	8	24,000	192,000
2	Furnish and Replace the 36-inch Waste Gate Valve, gearbox and gaskets	EA	8	27,000	216,000
3	Furnish and Replace control rod, universal joints and stem guides	EA	16	4,600	73,600
Total Bid				\$481,600	

ATTACH TO THIS BID a list of five (5) projects completed by the CONTRACTOR during the last seven (7) years involving work removing and replacing filter valves at a treatment facility of similar type and complexity. The list shall include the following information as a minimum:

- Names, address, and telephone number of owner
- Name of project
- Location of project
- Brief description of the work involved
- Contract amount
- Date of completion
- Name, address, and telephone number of architect or engineer.
- Name of owner's project engineer

To be considered for award, the CONTRACTOR shall have completed at least five projects of similar type and complexity and comparable value.

**Monterey Mechanical Co.
Major Construction Projects**

Orig Amt

Project/Location	Description	Owner	Design Engineer	ACD	Final Amt	Reference Contact
Oxygen Plant Cooling Sys	Installation of new pile supported fdn, 2 cooling towers; 2 vertical centrifuge pumps, approx 1,000 LF of 4" -8" welded carbon steel piping, vavles, expansion tank, etc.	EBMUD	EBMUD	525 CD Apr '14	\$2,706,403	Vince Pon (510)986-7930
Walnut Creek No. 1 & 2 Raw Water Electrical Safety	Inspection and demolition of asbestos materials, testing coordinator, replacing existing power and control system with 5KV switchgear and 48V DC system. Excitation system for 6 pump motors.	EBMUD	EBMUD	365 CD Oct '12	\$7,672,388	Jimi Yolye 510-287-1687
Pump Station H Rehab - Phase I	Install new Main Pump No. 4, replacing existing Main Pump No. 2, replace (2) VFD's install 2 add'l VFDs, replace drain pumps and sump pumps, install new washwater booster pump, provide temp VFDs control sys and telemetry, and other mech, elec and instru related work.	EBMUD	EBMUD	600 CD Oct '12	\$3,476,000 \$3,536,145	Susan Rexin (510) 287-0481
Activated Sludge Process Automation & WAS Imprv Project	Replace scum pumps, WAS pumps, piping, RAS motors, new VFD's, electrical, sluice gates & gate actuators	South BaySide System Authority	Kennedy/Jenks	450 CD Sept '12	\$4,430,000	Vanessa Ventura 650-832-6219
Air Flotation Tank Improvements Project	Construct Improvements to the Air Flotation Tank System	City of Sunnyvale	RMC	450 CD Aug '12	\$1,612,000	Merril Buck 408-730-7618

**FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT
NORTH BAY REGIONAL WATER TREATMENT PLANT**

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be performed	Percent of Total
JEFCO PAINTING VALLEJO, CA	364702	PAINTING	2.5%
H&H ELECTRIC OAKLAND, CA	764353	ELECTRICAL	2%

Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

James D. Troup, being first duly sworn, deposes and says that he or
she is President of Monterey Mechanical Co

 the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/14/14
(Date)


(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

California All-Purpose Acknowledgment

State of California

County of Alameda

} s.s.

On 10/14/14 before me, Debra Paraiso, Notary Public
Name of Notary Public, Title

personally appeared James D. Troup
Name of Signer (1)

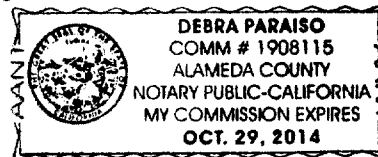
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____
 Authorized by Res. No.: _____ Contract Expiration Date: _____
 Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Monterey Mechanical Co
ADDRESS	8275 San Leandro Street
CITY, STATE, ZIP	Oakland, CA 94621

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-2614825
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

Monterey Mechanical Co
Name of Firm

8275 San Leandro Street, Oakland, CA 94621
Business Address

510-632-3173
Phone Number


Signature of Responsible Official James D. Troup
President

CONTRACTOR'S License:

a. Class: A, B, C4, C12, C16, C20, C36, C42&C43
b. Number: 388361
c. Expiration Date: 3/31/16
FEI Number: 94-2614825

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Monterey Mechanical Co
Corporation incorporated in the
State of California
President - James D. Troup
Secretary & - Paul Moreira
Treasurer

**CITY OF FAIRFIELD
STATE OF CALIFORNIA
PROPOSED SUBSTITUTIONS OR "OR-EQUAL" ITEMS**

**FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT
NORTH BAY REGIONAL WATER TREATMENT PLANT**

- A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal," indicating that a substitution is permitted, materials or equipment of other manufacturers may be accepted if sufficient information is submitted by the Bidder to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.
 2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER'S decision shall be final.
 3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.
 4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.
 5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.
 6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including ENGINEER'S and OWNER'S review costs and costs of redesign and changes to contemplated WORK necessary to integrate the proposed substitution into the WORK.
- B. The procedure for review by the ENGINEER will include the following:
1. If the CONTRACTOR wishes to provide a substitution of "an equal" item, the CONTRACTOR shall list the substitution on the LIST OF PROPOSED SUBSTITUTIONS in the Bid Form and make written application to the ENGINEER on the "Substitution Request Form" within 14 days following submission of the Bid.
 2. Wherever a proposed substitution item is not listed in the LIST OF PROPOSED SUBSTITUTIONS, has not been submitted within said 13 day period, or wherever the submission of a proposed substitution material or equipment has

been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment indicated in the Contract Documents.

3. The CONTRACTOR shall certify by signing the Form that the list of paragraphs on the Form are correct for the proposed substitution.
 4. The ENGINEER will evaluate each proposed substitution within a reasonable period of time.
 5. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."
 6. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned by the substitution if it is accepted.
- C. The CONTRACTOR'S application shall address the following factors, which will be considered by the ENGINEER in evaluating the proposed substitution:
1. Whether evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR'S achievement of Substantial Completion on time.
 2. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.
 3. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.
 4. Whether all variations of the proposed substitution from the items originally specified are identified.
 5. Availability of maintenance, repair, and replacement service.
 6. Whether an itemized estimate is included of all costs that will result directly or indirectly from acceptance of such substitution, including cost of redesign and claims of other contractors affected by the resulting change.
 4. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.
- D. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR'S purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution.

**CITY OF FAIRFIELD
STATE OF CALIFORNIA**

LIST OF PROPOSED SUBSTITUTIONS

**FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT
NORTH BAY REGIONAL WATER TREATMENT PLANT**

The Bidder proposes the following substitute or "or equal" products identified below:

Specification Section and Paragraph	Substitute Equipment/Material	Substitute Manufacturer (List Only One for Each Equipment or Material)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT NORTH BAY REGIONAL WATER TREATMENT PLANT

Monterey Mechanical Co.

WHEREAS

8275 San Leandro Street, Oakland, CA 94621

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and

Liberty Mutual Insurance Company

1340 Treat Blvd., Walnut Creek, CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent (10%) of the total amount bid

Dollars (\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.


Dated: October 8, 2014

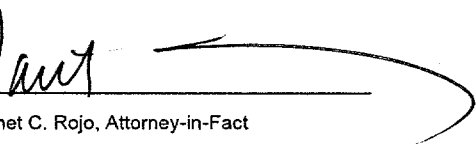
"Contractor"

Monterey Mechanical Co.

"Surety"

Liberty Mutual Insurance Company

By: 
Title James D. Troup, President

By: 
Title Janet C. Rojo, Attorney-in-Fact

By: _____
Title _____

By: _____
Title _____

(Seal)

(Seal)

Note: *This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

California All-Purpose Acknowledgment

State of California

County of Alameda

s.s.

On 10/14/14 before me, Debra Paraiso, Notary Public

Name of Notary Public, Title

personally appeared James D. Troup

Name of Signer (1)

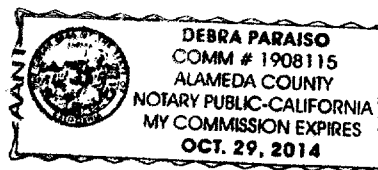
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

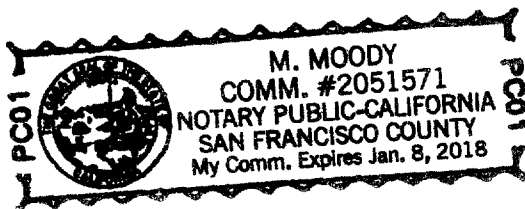
County of San Francisco

On October 8, 2014 before me M. Moody, Notary Public

personally appeared Janet C. Rojo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.



Signature of Notary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6702688

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of September, 2014.



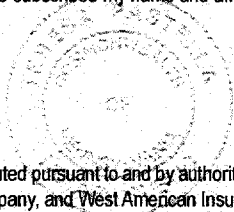
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

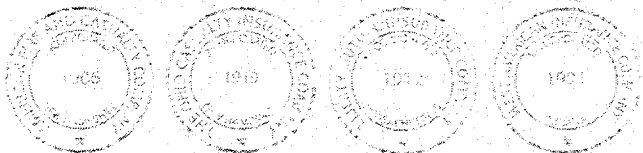
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**NORTH BAY REGIONAL WATER TREATMENT PLANT
FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT PROJECT**

Addendum No. 1

October 9, 2014

This constitutes Addendum No. 1 to the Contract Documents for the NORTH BAY REGIONAL WATER TREATMENT PLANT FILTER INFLUENT & WASTE GATE VALVE REPLACEMENT PROJECT. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATIONS

Instructions to Bidders (White Section):

1. Please replace Page IB-4, Item No. 12 Insurance Requirements, sentence one with the following:

"Contractor shall provide proof of compliance with the insurance requirements specified in **Sections 8-1.07 through 8-1.08** of the General Provisions of the City of Fairfield Standard Specification and Details by furnishing concurrent with the execution of the contract: (1) a certificate of insurance providing that no cancelation, major change in coverage, expiration or nonrenewal shall be made during the term of this agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, change in coverage, expiration or nonrenewal; (2) a City standard endorsement form for insurance coverage (attached hereto), naming the City of Fairfield, its officers, employees, agents and volunteers as additional insureds.

The limits of the insurance required for this project will be at least:

Comprehensive General Liability	\$3,000,000 each occurrence
Comprehensive Automobile Liability	\$1,000,000 each occurrence
Worker's Compensation	\$1,000,000 per claim"

2. Please replace Page IB-4, Item No. 13 Execution of Contract with the following:

"The contract shall be signed by the successful bidder and returned, together with the contract bonds and certificate and City standard form endorsement of insurance, within **fifteen (15) working days**, after the bidder has received notice that the contract has been awarded by **City Council**. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds and certificate and endorsement of insurance as provided herein within **fifteen (15) working days**, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty."

3. Please add the following to Page IB-7:

"19. Bid Protests

Bid protests shall be submitted in writing on company letterhead within five (5) business days of the deadline for receipt of bids."

4. Please add the following to Page IB-7:

"20. Subcontractors

The bidder shall list all subcontractors, including name, address, subcontractor license number, and portion of the work to be performed, with their bid. The bidder shall submit the percentage of the total contract each subcontractor will perform either with the bid or within 24 hours of the deadline for receipt of bids."

Proposal (Blue Section):

5. Please replace Page P-5, paragraph one with the following:

"In accordance with Section 8 of the General Provisions **of the City of Fairfield Standard Specifications and Details** for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof."

6. Please replace Page P-5, paragraph four with the following:

"The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids."

Articles of Agreement (White Section):

7. Please replace Page A-2, Article II. TIME OF COMPLETION, Part C with the following:

"Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" an amount equal to **Five Hundred Dollars (\$500)** for each day of delay in the completion of work."

8. Please replace Page A-2, Section III. CONTRACT SUM, Part B with the following:

"Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of **Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.**"

Special Provisions (Goldenrod Section):

9. Please be aware the following table shows the corrected page numbers for the contract documents.

Section	Original Page Numbers	Corrected Page Numbers
Special Provisions	Summary of Work Page 01010-1 to 01010-7	Special Provisions Page SP-1 to SP-7

10. Please replace Page 01010-1 item No. 1 LOCATION AND DESCRIPTION OF WORK with the following:

"The work is located at 5110 Water Works Lane in the City of **Fairfield**, Solano County, California."

11. Please replace Page 01010-2 item No. 5 LIQUIDATED DAMAGES with the following:

"The Contractor is advised to take special note of the liquidated damages requirements of **Section 7-1.01 of the City of Fairfield Standard Specifications and Details General Provisions.**"

Technical Specifications (Goldenrod Section):

12. Please be aware the following table shows the corrected page numbers for the contract documents.

Section	Original Page Numbers	Corrected Page Numbers
01010 Summary of Work	Summary of Work Page 01010-7 to 01010-11	Summary of Work Page 01010-1 to 01010-5
09800 Protective Coatings	Identifying Devices Page 10400-1 to 10400-12	Protective Coatings Page 09800-1 to 09800-12
10400 Identifying Devices	Identifying Devices Page 10400-13 to 10400-14	Identifying Devices Page 10400-1 to 10400-2

13. Please replace Page 01010-8 item No. 1.2 WORK COVERED BY CONTRACT DOCUMENTS, Part D with the following:

"The WORK is located at the North Bay Regional Water Treatment Plant, 5110 Water Works Lane, Fairfield, California, approximately 1.75 miles north of the intersection of Peabody Road and Airbase Parkway."

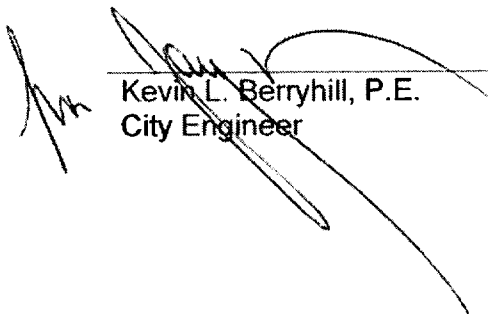
14. Please add the following to Page 15200-5 Part 3 – EXECUTION, 3.1 VALVE INSTALLATION:

"D. Filter Influent Pipe: The pipe extending on the effluent side of the influent valve shall be removed from the existing valve and used to connect to the new valve once it is installed. Any damage to the pipe will need to be repaired and coated per Section 09800 Part 2.3 before the filter is returned to service."

15. Please replace the table in Section 15202 – Butterfly Valves under item 1.1 THE REQUIREMENT Page 15202-1 with the following table:

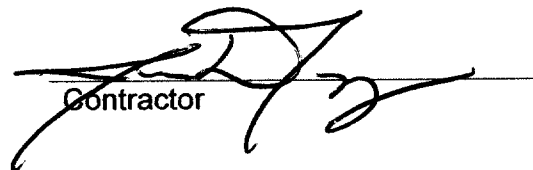
SERVICE	DESCRIPTION	SIZE (IN)	CLASS
INFLUENT VALVE/GEARBOX	DeZurik AWWA Butterfly Valve Model BAW Cast Iron Body w/Ductile iron Disc (316 Stainless Steel Disc Edge), 304 Stainless Steel Valve Shaft, ANSI 125# Flanged Ends w/75A AWWA Class Drilling, NBR Seat & Packing, w/ Rotork IW5 Gearbox FA16 160:1 FA10 Suitable for Continuous Submersible Service, (12) mils DFT Two Part Epoxy Lined & Coated.	30	75A
WASTE GATE VALVE/GEARBOX	DeZurik AWWA Butterfly Valve Model BAW Cast Iron Body w/Ductile iron Disc (316 Stainless Steel Disc Edge), 304 Stainless Steel Valve Shaft, ANSI 125# Flanged Ends w/75A AWWA Class Drilling, NBR Seat & Packing, w/ Rotork IW6R Gearbox FA25 280:1 FA10 Suitable for Continuous Submersible Service, (12) mils DFT Two Part Epoxy Lined & Coated	36	75A

APPROVED:



Kevin L. Berryhill, P.E.
City Engineer

ACKNOWLEDGEMENT:



Contractor

Contractor's License Detail for License # 388361

ISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

MONTEREY MECHANICAL CO
8275 SAN LEANDRO STREET
OAKLAND, CA 94621
Business Phone Number:(510) 632-3173

Entity Corporation

Issue Date 03/28/1980

Expire Date 03/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C36 - PLUMBING
A - GENERAL ENGINEERING CONTRACTOR
C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING
C12 - EARTHWORK AND PAVING
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C42 - SANITATION SYSTEM
C43 - SHEET METAL
C16 - FIRE PROTECTION CONTRACTOR

Certifications

ASB - ASBESTOS
HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.

Bond Number: 6327079

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

Bond of Qualifying Individual



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 364702

ISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 11/12/2014 1:51:58 PM

Business Information

JEFFCO PAINTING & COATING INC
P O BOX 1888
VALLEJO, CA 94590
Business Phone Number:(707) 562-1900

Entity Corporation
Issue Date 10/27/1978
Expire Date 10/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C33 - PAINTING AND DECORATING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

Bond Number: W150105049

Bond Amount: \$12,500

Effective Date: 10/12/2011

[Contractor's Bond History](#)

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) EGGLEY MATTHEW MICHAEL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 08/14/2014

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number: DTJUB1150R6

Effective Date: 06/01/2014

Expire Date: 06/01/2015

[Workers' Compensation History](#)



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 764353

ISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 11/12/2014 1:52:53 PM

Business Information

H G H ELECTRIC INC
3032 MARKET STREET
OAKLAND, CA 94608
Business Phone Number:(510) 923-1859

Entity Corporation

Issue Date 06/11/1999

Expire Date 06/30/2015

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.

Bond Number: 258089C

Bond Amount: \$12,500

Effective Date: 08/24/2012

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) HICKS DOUGLAS DON certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 06/11/1999

Workers' Compensation

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY

Policy Number: 3300067100141

Effective Date: 07/01/2014

Expire Date: 07/01/2015

Workers' Compensation History

Other